

# MUNIMENT MANIFEST SHEET

**MUNIMENT NUMBER :**  
**INSTALLATION / ACTIVITY :**  
**TYPE OF AGREEMENT :**  
**CONTRACT NUMBER :**  
**GRANTEE / GRANTOR :**

[illegible]

53-6010-30-02

NAVY REGION NORTHWEST DABOB BAY  
EP MULTI-YEAR AGREEMENT 11RP00034  
*TNC, TPL, DNR*



ORIGINAL

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. Eighteen (18)		3. EFFECTIVE DATE 4/30/2018		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY Commanding Officer Naval Facilities Engineering Command Northwest 1101 Tautog Circle Silverdale, WA 98315-1101		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)		(X)		9A. AMENDMENT OF SOLICITATION NO.	
The Trust for Public Land 901 Fifth Avenue, Suite 1520 Seattle, WA 98164		Jefferson Land Trust 1033 Lawrence St. Port Townsend, WA 98368		9B. DATED (SEE ITEM 11)	
Washington State Department of Natural Resources PO Box 47001 Olympia, WA 98504-7001		CAGE CODE: 3SGR2		10A. MODIFICATION OF CONTRACT/ORDER NO.  N4425511RP00034	
CODE		FACILITY CODE		10B. DATED (SEE ITEM 11)  26 Sep 2011	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
AQ 9719190100 1100 0254 012215 2I HQ0642 2925094 \$3,000,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
✓	D. OTHER (Specify type of modification and authority) Article IIII - Funding and Article IV General Provisions

E. IMPORTANT: Contractor ✓ is not, is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Eighteen (18) is issued to add additional FY19 funds provided on MIPR HQ0642925094.

HQ0642925094 Line of Accounting:

0001/1 ^^^097^2019^2019^0100^000^254^D^4GTN^1100^00008522^012215^USAS^OSD-DUSD  
(INST^USAS\_2588^19\_0100D\_0901388^254.21 O&M Real^^^ \$3,000,000.00

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		MICHAEL D. BRADY REAL ESTATE CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Michael D. Brady (Signature of Contracting Officer)	4/30/2019



ORIGINAL

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. Seventeen (17)		3. EFFECTIVE DATE 9/24/2018	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Commanding Officer Naval Facilities Engineering Command Northwest 1101 Tautog Circle Silverdale, WA 98315-1101		CODE RES	7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.	
The Trust for Public Land 901 Fifth Avenue, Suite 1520 Seattle, WA 98164			9B. DATED (SEE ITEM 11)	
Washington State Department of Natural Resources PO Box 47001 Olympia, WA 98504-7001			10A. MODIFICATION OF CONTRACT/ORDER NO. N4425511RP00034	
CAGE CODE: 3SGR2		✓	10B. DATED (SEE ITEM 11) 26 Sep 2011	
CODE	FACILITY CODE			

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

AP 1718181804 52FA 0320 00520 056521 2D FPH1FG 74218RC0132M \$2,105,700.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
✓	D. OTHER (Specify type of modification and authority) Article IIII - Funding and Article IV General Provisions

E. IMPORTANT: Contractor ✓ is not, is required to sign this document and return 0 copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Seventeen (17) is issued to add additional FY18 funds provided on RCP Form 2276  
N6874218RC0132M.

N6874218RC0132M Line of Accounting:

AA 1781804 52FA 320 00520 056521 2D FPH1FG 74218RC0132M \$2,105,700.00

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		MICHAEL D. BRADY REAL ESTATE CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Michael D. Brady (Signature of Contracting Officer)	9/24/2018



ORIGINAL

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. Sixteen (16)		3. EFFECTIVE DATE 8/2/2018		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Commanding Officer Naval Facilities Engineering Command Northwest 1101 Tautog Circle Silverdale, WA 98315-1101		CODE RES		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
The Trust for Public Land 901 Fifth Avenue, Suite 1520 Seattle, WA 98164						9B. DATED (SEE ITEM 11)	
Washington State Department of Natural Resources PO Box 47001 Olympia, WA 98504-7001						10A. MODIFICATION OF CONTRACT/ORDER NO. N4425511RP00034	
Jefferson Land Trust 1033 Lawrence St. Port Townsend, WA 98368						10B. DATED (SEE ITEM 11) 26 Sep 2011	
CAGE CODE: 3SGR2				✓			
CODE		FACILITY CODE					

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

AN 9718180100 1120 0254 012215 21 HQ0642 813628 \$2,594,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
✓	D. OTHER (Specify type of modification and authority) Article III - Funding and Article IV General Provisions

E. IMPORTANT: Contractor ✓ is not, is required to sign this document and return 0 copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Sixteen (16) is issued to add FY18 funds provided on DOD MIPR Number HQ0642813628.

HQ0642813628 Line of Accounting:

097 201820180100D 1120 18 2588 UATL-0100D\_0901388D8Z-UATL-254-HQ0642813628  
04-00004G-4GTN 012215 \$2,594,000.00

All other terms and conditions remain the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		MICHAEL D. BRADY REAL ESTATE CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Michael D. Brady (Signature of Contracting Officer)	8/02/2018



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. Fifteen (15)	3. EFFECTIVE DATE 7/5/2018	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Commanding Officer Naval Facilities Engineering Command Northwest 1101 Tautog Circle Silverdale, WA 98315-1101	CODE RES	7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.
The Trust for Public Land 901 Fifth Avenue, Suite 1520 Seattle, WA 98164			9B. DATED (SEE ITEM 11)
Jefferson Land Trust 1033 Lawrence St. Port Townsend, WA 98368			10A. MODIFICATION OF CONTRACT/ORDER NO.  N4425511RP00034
Washington State Department of Natural Resources PO Box 47001 Olympia, WA 98504-7001		✓	10B. DATED (SEE ITEM 11)  26 Sep 2011
CAGE CODE: 3SGR2			
CODE	FACILITY CODE		

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

### 12. ACCOUNTING AND APPROPRIATION DATA (If required)

AM 9718180100 1120 0254 012215 2I HQ0642 811885 \$5,000,000.00

### 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc. ) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
✓	D. OTHER (Specify type of modification and authority) Article IIII - Funding and Article IV General Provisions

E. IMPORTANT: Contractor ✓ is not, is required to sign this document and return 0 copies to the issuing office.

### 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Fifteen (15) is issued to add FY18 funds provided on DOD MIPR Number HQ0642811885.

HQ0642811885 Line of Accounting:

097 201820180100D 1120 18\_2588\_UATL-0100D\_0901388D8Z-UATL-254-HQ0642811885  
04-00004G-4GTN 012215 \$5,000,000.00

All other terms and conditions remain the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		MICHAEL D. BRADY REAL ESTATE CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Michael D. Brady (Signature of Contracting Officer)	7/5/2018



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. Fourteen (14)	3. EFFECTIVE DATE 9/18/2017	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Commanding Officer Naval Facilities Engineering Command Northwest 1101 Tautog Circle Silverdale, WA 98315-1101		7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.	
The Trust for Public Land 901 Fifth Avenue, Suite 1520 Seattle, WA 98164			9B. DATED (SEE ITEM 11)	
Washington State Department of Natural Resources PO Box 47001 Olympia, WA 98504-7001			10A. MODIFICATION OF CONTRACT/ORDER NO. N4425511RP00034	
CAGE CODE: 3SGR2		✓	10B. DATED (SEE ITEM 11) 26 Sep 2011	
CODE	FACILITY CODE			

# 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
AL 17170100 1120 0320 049447 2I 000000 DSAM71328 \$334,110.55

# 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
✓	D. OTHER (Specify type of modification and authority) Article IIII - Funding and Article IV General Provisions

E. IMPORTANT: Contractor ✓ is not, is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification is issued to add FY17 funds provided on DOD MIPR Number DSAM71328

DSAM71328 Line of Accounting:  
9770100 1120 00000 2588 3201 000000 049447 DSAM71328 \$334,110.55

All other terms and conditions remain the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		MICHAEL D. BRADY REAL ESTATE CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	9/18/2017

ORIGINAL

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. Thirteen (13)	3. EFFECTIVE DATE 7/21/2017	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Commanding Officer Naval Facilities Engineering Command Northwest 1101 Tautog Circle Silverdale, WA 98315-1101		7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.
The Trust for Public Land 901 Fifth Avenue, Suite 1520 Seattle, WA 98164			9B. DATED (SEE ITEM 11)
Jefferson Land Trust 1033 Lawrence St. Port Townsend, WA 98368			10A. MODIFICATION OF CONTRACT/ORDER NO. N4425511RP00034
Washington State Department of Natural Resources PO Box 47001 Olympia, WA 98504-7001		✓	10B. DATED (SEE ITEM 11) 26 Sep 2011
CODE	FACILITY CODE		

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

AK 17170100 1120 0320 049447 2I 000000 DSAM71034 \$3,000,000.00

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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✓	D. OTHER (Specify type of modification and authority) Article IIII - Funding and Article IV General Provisions

E. IMPORTANT: Contractor ✓ is not, is required to sign this document and return 0 copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification is issued to add FY17 Readiness and Environmental Protection Integration (REPI) funds. All other terms and conditions remain the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		MICHAEL D. BRADY REAL ESTATE CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Michael D. Brady (Signature of Contracting Officer)	7/19/2017



ORIGINAL

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. Twelve (12)	3. EFFECTIVE DATE 9/15/2016	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Commanding Officer Naval Facilities Engineering Command Northwest 1101 Tautog Circle Silverdale, WA 98315-1101		7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.	
The Trust for Public Land 901 Fifth Avenue, Suite 1520 Seattle, WA 98164			9B. DATED (SEE ITEM 11)	
Jefferson Land Trust 1033 Lawrence St. Port Townsend, WA 98368			10A. MODIFICATION OF CONTRACT/ORDER NO. N4425511RP00034	
Washington State Department of Natural Resources PO Box 47001 Olympia, WA 98504-7001		✓	10B. DATED (SEE ITEM 11) 26 Sep 2011	
CODE	FACILITY CODE			

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(a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

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IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ✓ is not, is required to sign this document and return 0 copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Twelve (12) is issued to clarify ACRNs for funding line shown on Modification Nine (9)

Requisition/RCP 2276 N0005215RC0042M is AA

PIIN ACRN is AH

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		ANNA C. BORER REAL ESTATE CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		<i>Anna C. Borer</i> (Signature of Contracting Officer)	SEP 15 2016

ORIGINAL

N44255-11-RP-00034 Mod Eleven (11)

**MODIFICATION ELEVEN (11)**

**MULTI-YEAR ENCROACHMENT PROTECTION AGREEMENT  
N4425511RP00034**

In accordance with the provisions of 10 U.S.C. §2684a, Article V, Section 502. "Modification", and upon mutual agreement of the DEPARTMENT OF THE NAVY, hereinafter referred to as the NAVY, THE TRUST FOR PUBLIC LAND, hereinafter referred to as TPL, the STATE OF WASHINGTON, ACTING BY AND THROUGH THE DEPARTMENT OF NATURAL RESOURCES, hereinafter referred to as DNR, and JEFFERSON LAND TRUST, hereinafter referred to as JLT, (the "PARTIES"), Multi-year Encroachment Protection Agreement N44255-11-RP-00034 is amended as follows:

In accordance with ARTICLE V, Section 501. "Term of Agreement", the term is hereby extended and will remain in effect for an additional five (5) years.

Except as provided herein, all terms and conditions of the agreement remain unchanged and in full force and effect. This modification shall be effective upon final signature by the NAVY.

FOR THE TRUST FOR PUBLIC LAND,  
a California non-profit corporation

FOR THE STATE OF WASHINGTON,  
DEPT OF NATURAL RESOURCES

By: *Paul Kundtz* <sup>DIVISION  
LEGAL  
DIRECTOR</sup>  
PAUL KUNDTZ  
NORTHWEST DIRECTOR

By: *Peter Goldmark*  
PETER GOLDMARK  
COMMISSIONER OF PUBLIC LANDS

Date: SEPTEMBER 21, 2016

Date: September 22, 2016

FOR JEFFERSON LAND TRUST

FOR THE UNITED STATES OF AMERICA,  
DEPT OF THE NAVY

By: *Sarah Spaeth*  
SARAH SPAETH  
DIRECTOR, CONSERVATION AND  
STRATEGIC PARTNERSHIPS

By: *Michael D. Brady*  
MICHAEL D. BRADY  
REAL ESTATE CONTRACTING OFFICER

Date: September 19, 2016

Date: September 23, 2016



ORIGINAL

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. <b>Ten (10)</b>	3. EFFECTIVE DATE <b>7/28/2016</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>Commanding Officer Naval Facilities Engineering Command Northwest 1101 Tautog Circle Silverdale, WA 98315-1101</b>		7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  <b>The Trust for Public Land 901 Fifth Avenue, Suite 1520 Seattle, WA 98164</b>  <b>Jefferson Land Trust 1033 Lawrence St. Port Townsend, WA 98368</b>  <b>Washington State Department of Natural Resources PO Box 47001 Olympia, WA 98504-7001</b>		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		✓	10A. MODIFICATION OF CONTRACT/ORDER NO.  <b>N4425511RP00034</b>	
			10B. DATED (SEE ITEM 11)  <b>26 Sep 2011</b>	
CODE	FACILITY CODE			

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

AJ 9716160100 KFES 0253 62470 A 068732 2D R000P5 AJ1RP0003400 \$4,500,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
✓	D. OTHER (Specify type of modification and authority) Article IIII - Funding and Article IV General Provisions

E. IMPORTANT: Contractor ✓ is not, is required to sign this document and return 0 copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification is issued to add FY16 funds as shown in 12 above. All other terms and conditions remain the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		<b>ANNA C. BORER REAL ESTATE CONTRACTING OFFICER</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		<i>Anna C Borer</i> (Signature of Contracting Officer)	<b>JUL 28 2016</b>

ORIGINAL

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. Nine (9)	3. EFFECTIVE DATE 30 Sep 15	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Commanding Officer Naval Facilities Engineering Command Northwest 1101 Tautog Circle Silverdale, WA 98315-1101		CODE RES	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.
The Trust for Public Land 901 Fifth Avenue, Suite 1520 Seattle, WA 98164				9B. DATED (SEE ITEM 11)
Jefferson Land Trust 1033 Lawrence St. Port Townsend, WA 98368				10A. MODIFICATION OF CONTRACT/ORDER NO. N4425511RP00034
Washington State Department of Natural Resources PO Box 47001 Olympia, WA 98504-7001			✓	10B. DATED (SEE ITEM 11) 26 Sep 2011
CODE	FACILITY CODE			

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

AA 1751804 52FA 254 00052 0 068732 2D C0042M 000525FP405Q \$2,000,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc. ) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
✓	D. OTHER (Specify type of modification and authority) Article IIII - Funding and Modification Eight (8)

E. IMPORTANT: Contractor ✓ is not, is required to sign this document and return 0 copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification is issued to add FY15 funds. All other terms and conditions remain the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		MICHAEL D. BRADY REAL ESTATE CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Michael D. Brady (Signature of Contracting Officer)	9/30/2015



**MODIFICATION EIGHT (8)****MULTI-YEAR ENCROACHMENT PROTECTION AGREEMENT**

In accordance with the provisions of 10 U.S.C. §2684a and Article V, Section 502 “Modification”, and upon mutual agreement of the DEPARTMENT OF THE NAVY, hereinafter referred to as the NAVY, THE NATURE CONSERVANCY, hereinafter referred to as the CONSERVANCY, THE TRUST FOR PUBLIC LAND, hereinafter referred to as the TRUST, and the STATE OF WASHINGTON, ACTING BY AND THROUGH THE DEPARTMENT OF NATURAL RESOURCES, hereinafter referred to as DNR (the “PARTIES”), Multi-year Encroachment Protection Agreement N44255-11-RP-00034 is amended as follows:

1. ARTICLE I – SCOPE, PURPOSE AND AUTHORITY, Section 101 “General”, is hereby amended to remove the CONSERVANCY as a PARTY to the agreement and to include JEFFERSON LAND TRUST, hereinafter referred to as JLT, as a PARTY to the Agreement.

2. ARTICLE III – FUNDING, Section 301 “Funding Limitation”, is hereby amended to stipulate that the NAVY will obligate an additional \$1,080,000.00. Navy Line of Accounting is as follows:

ACCOUNTING CLASSIFICATION TO BE CHARGED (DISBURSEMENT)										
A. ACRN	B. APPROPRIA- TION	C. SUB- HEAD	D. OBJ. CLASS	E. BU- CONTROL	F. SA	G. AAA	H. TT	I. PAA	J. COST CODE	K. AMOUNT
AG	9715150100	KFES	0253	62470	A	068732	2D	R000P5	AG1RP0003400	\$1,080,000.00

3. ARTICLE IV – GENERAL PROVISIONS, Section 502 “Modification”, is hereby amended to read as follows: This agreement may be modified only by a written instrument signed by the NAVY and the PARTIES hereto. Notwithstanding the foregoing, the NAVY may unilaterally amend the agreement to document the NAVY’s obligation of additional funding.

4. ARTICLE V – GENERAL PROVISIONS, Section 508 “Notices”, is replaced with the following: Any notice, transmittal, approval or other official communication made under this Agreement shall be in writing and shall be delivered by hand, facsimile transmission or by mail to the NAVY or the PARTIES at the address or facsimile transmission telephone number set forth below or at such other address as may be later designated and such notice shall be effective upon date of receipt:

**For the Navy**

Commanding Officer  
ATTN: Real Estate Contracting Officer (AM1)  
Naval Facilities Engineering Command NW  
1101 Tautog Circle  
Silverdale, WA 98315-1101  
Telephone: (360) 396-0908  
FAX: (360) 396-5134  
Email: mike.d.brady@navy.mil

**For the Trust for Public Land**

Richard Corff  
Project Manager  
901 Fifth Avenue, Suite 1520  
Seattle, WA 98164  
Telephone: (206) 587-2447  
FAX: (206) 382-3414  
Email: richard.corff@tpl.org

**For the Department of Natural Resources**

Leonard Young  
Supervisor  
Department of Natural Resources  
P.O. Box 47001  
Olympia, WA 98504-7001  
Telephone: (360) 902-2121  
FAX: (360) 902-1775  
Email: lenny.young@dnr.wa.gov

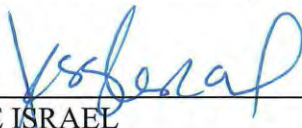
**For Jefferson Land Trust**

Sarah Spaeth  
Director, Conservation and Strategic  
Partnerships  
1033 Lawrence St  
Port Townsend, WA 98368  
Telephone (360) 379-9501 ext 101  
Email: sspaeth@saveland.org



Except as provided herein, all terms and conditions of the agreement remain unchanged and in full force and effect. This modification shall be effective upon final signature by the NAVY.

FOR THE NATURE CONSERVANCY,  
a District of Columbia non-profit corporation

By:   
JESSIE ISRAEL  
CONSERVATION PROGRAMS DIRECTOR,  
PUGET SOUND

Date: 7/28/15

FOR THE UNITED STATES OF AMERICA,  
DEPT OF THE NAVY

By:   
MICHAEL D. BRADY  
REAL ESTATE CONTRACTING OFFICER

Date: 7/31/15

FOR THE TRUST FOR PUBLIC LAND,  
a California non-profit corporation

By:   
PAUL KUNDTZ  
WASHINGTON STATE DIRECTOR

Date: 7/28/15

FOR THE STATE OF WASHINGTON,  
DEPT OF NATURAL RESOURCES

By:   
PETER GOLDMARK  
COMMISSIONER OF PUBLIC LANDS

Date: July 30, 2015

FOR JEFFERSON LAND TRUST

By:  *Riverton Truck For*  
SARAH SPAETH  
DIRECTOR, CONSERVATION AND  
STRATEGIC PARTNERSHIPS

Date: 7/27/15

ORIGINAL

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. <b>Seven (7)</b>	3. EFFECTIVE DATE <b>15 Feb 2013</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>Commanding Officer Naval Facilities Engineering Command Northwest 1101 Tautog Circle Silverdale, WA 98315-1101</b>		7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.
<b>The Nature Conservancy      The Trust for Public Land</b> <b>1917 First Avenue      901 Fifth Avenue, Suite 1520</b> <b>Seattle, WA 98101      Seattle, WA 98164</b>				9B. DATED (SEE ITEM 11)
<b>Washington State Department of Natural Resources PO Box 47001 Olympia, WA 98504-7001</b>			✓	10A. MODIFICATION OF CONTRACT/ORDER NO.  <b>N4425511RP00034</b>
				10B. DATED (SEE ITEM 11)  <b>26 Sep 2011</b>
CODE		FACILITY CODE		

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Box 14

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
✓	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ✓ is not, is required to sign this document and return copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification is issued to update and correct line of accounting:

AE 9713130100 KFES 0253 62470 A 068732 2D AE000Q AE0000000000 \$3,000,000.00

To:

AF 9713130100 KFES 0253 62470 A 068732 2D AF000Q AF0000000000 \$3,000,000.00

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		<b>MICHAEL D. BRADY REAL ESTATE CONTRACTING OFFICER</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		<i>Michael Brady</i> (Signature of Contracting Officer)	<b>2/15/2013</b>



ORIGINAL

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. <b>SIX (6)</b>	3. EFFECTIVE DATE <b>15 Feb 2013</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>Commanding Officer Naval Facilities Engineering Command Northwest 1101 Tautog Circle Silverdale, WA 98315-1101</b>		7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  <b>The Nature Conservancy      The Trust for Public Land 1917 First Avenue      901 Fifth Avenue, Suite 1520 Seattle, WA 98101      Seattle, WA 98164</b>  <b>Washington State Department of Natural Resources PO Box 47001 Olympia, WA 98504-7001</b>		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		✓	10A. MODIFICATION OF CONTRACT/ORDER NO.  <b>N4425511RP00034</b>
			10B. DATED (SEE ITEM 11)  <b>26 Sep 2011</b>
CODE	FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
N/A

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
✓	D. OTHER (Specify type of modification and authority) Section 301. Funding Limitation and Section 208. Title Insurance

E. IMPORTANT: Contractor ✓ is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification is issued to incorporate attached Title and Escrow Contract N44255-13-RP00013 to the agreement. Pacific Northwest Title Company of Kitsap County, Inc. (DUNS: 858915713 Cage Code: 3SGR2) is hereby designated as Navy's escrow services provider and payee for Defense Finance and Accounting Service disbursements.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		<b>MICHAEL D. BRADY REAL ESTATE CONTRACTING OFFICER</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		<i>Michael Brady</i> (Signature of Contracting Officer)	<b>2/15/2013</b>

## **CONTRACT FOR TITLE EVIDENCE/ESCROW SERVICES**

Agreement between **Pacific Northwest Title Company of Kitsap County, Inc.**, (CAGE Code: 3SGR2, DUNS: 858915713) hereinafter called the "Contractor" and the **United States of America acting by and through the Department of the Navy, Naval Facilities Engineering Command, Northwest**, hereinafter called the "Government."

The parties hereto do mutually agree that for the consideration hereinafter specified, the Contractor will furnish the title evidence and escrow services indicated herein for the properties identified for purchase pursuant to Navy's **Encroachment Protection Multi-Year Agreement (N44255-11-RP-00034)**, incorporated by reference herein, subject to the terms, conditions, and general provisions set forth on this page and the following pages, exhibits and attachments and to the other provisions, if any, incorporated herein by attachment or reference.

### **1. TITLE EVIDENCE:**

The Contractor shall, within twenty one (21) days of receiving a tasking letter from the Government, provide a Preliminary Report or Binder for Owner' Title Guarantee (Insurance) Policy, **per General Schedule Rate (GSR) for Kitsap County (Attachment "A") and Jefferson County (Attachment "B")**.

The Contractor shall provide updated title searches at a rate of **\$75.00** per parcel, and are due within twenty one (21) business days of ordering by the Government.

The Contractor shall, within **seven (7)** days after closing issue a Final Title Insurance Policy (A.L.T.A – U.S. Policy – 9/28/91) per **GSR for Kitsap County (Attachment "A") and GSR for Jefferson County (Attachment "B")** for each policy.

**2. ESCROW SERVICES:** Closing and escrow services will be provided as described in Attachment "C", attached hereto and made a part hereof. Fees for closing and escrow are per the **attached rate schedule (Attachment "D")**. In the event that only disbursement from escrow account is required (no closing services) a \$50.00 fee is authorized per disbursement.

### **3. EXECUTION BY CONTRACTOR:**

**TITLE COMPANY**

BY:

  
**BRENT MARMON**

Executive Vice President

Pacific Northwest Title Company of Kitsap County, Inc.

DATE: 2/8/13

*I certify that the person who signed this agreement on behalf of the contractor was then the officer indicated and this agreement was duly signed for and in behalf of said corporation by authority of its government body and is within the scope of its corporate powers.*

BY (Name/Title): \_\_\_\_\_

### **4. EXECUTION FOR AND ON BEHALF OF THE GOVERNMENT:**

**THE UNITED STATES OF AMERICA**

  
**MICHAEL D. BRADY**

Real Estate Contracting Officer

Naval Facilities Engineering Command Northwest

DATE: 2/11/2013



5. NAVY IDENTIFICATION AND ACCOUNTING DATA:

A. NAME AND ADDRESS OF NAVAL ACTIVITY:

NAVAL FACILITIES ENGINEERING COMMAND, NORTHWEST  
1101 TAUTOG CIR  
SILVERDALE, WA 98315-1101

B. LOCAL GOVERNMENT REPRESENTATIVE:

ANNA C. BORER, SENIOR REALTY SPECIALIST  
360-396-0925  
ANNA.BORER@NAVY.MIL

C. PAYMENT TO BE MADE BY:

DEFENSE FINANCE AND ACCOUNTING SERVICE CLEVELAND  
PO BOX 998022  
CLEVELAND, OH 44199

FUNDS TO BE DISBURSED TO ESCROW ACCOUNT:

ACCOUNTING CLASSIFICATION TO BE CHARGED (DISBURSEMENT)										
A. ACRN	B. APPROPRIATION	C. SUB HEAD	D. OBJ. CLASS	E. BU- CONTROL	F. SA	G. AAA	H. TT	I. PAA	J. COST CODE	K. AMOUNT
AA	9711110100	KFES	0253	62470	A	068732	2D	AA000Q	AA0000000000	3,000,000.00
AB	9712120100	KFES	0253	62470	A	068732	2D	AA000Q	AB0000000000	3,000,000.00
AC	1721804	52FA	252	00052	0	068732	2D	C0012M	68436CN405Q	2,209,707.00
AD	1721804	52FA	252	00052	0	068732	2D	C0022M	000522FP409Q	2,000,000.00
AE	9713130100	KFES	0253	62470	A	068732	2D	AE000Q	AE0000000000	3,000,000.00

6. GENERAL PROVISIONS:

a. PREPARATION OF TITLE EVIDENCE: Title evidence furnished hereunder shall be prepared in compliance with the current "Regulations for the Preparation of Title Evidence in Land Acquisition by the United States," published by the Department of Justice and which is made a part hereof by reference (<http://www.usdoj.gov/enrd/title.htm>)

b. SEARCH PERIOD: The title examination shall include the records of the City/County in which the parcel is located, including but not limited to, those records maintained by the County's Registrar of Deeds and the County's Clerk of Court, and the records of the Clerk's Office of the appropriate Division of the United States District Court. Records shall be examined for a period of not less than eighty (80) years prior to the effective date of the search. The U.S. District Court's records shall be examined for a time sufficient to discover any suits leading to liens, judgments or decrees by the United States of America against the current owners of the properties; provided, however, that such search shall be for a period of not less than twenty (20) years.

c. SUBMISSION: Binders for the each parcel ordered by this contract is due within twenty (20) business days of the contractor's receipt of a fully executed copy of this contract. All Binders and all Binder Updates shall fully describe the parcel covered and shall be accompanied by a copy of the Report on Title, and each instrument of record, map, drawing, and/or title exception therein noted.

d. FINAL OWNERS TITLE GUARANTEE POLICIES: The Final Owners Title Guarantee Policy shall be issued within seven (7) days of closing. Policy shall be issued on ALTA U.S. Policy Form-9/28/91. The Policy shall be issued in the amount of the actual purchase price or the amount deposited in court as estimated just compensation. The cost to the Government for the amount of insurance shall be calculated at the Government rate, if available.

e. SURVEY DRAWINGS AND NARRATIVE DESCRIPTIONS: Survey drawings and narrative descriptions of the parcel to be insured will be provided by the Government prior to the issuance of Final Owners Title Guarantee Policies. Each survey drawing will be recorded by the Government in the Office of the Registrar of Deeds of the County in which the parcel is located. Each Final Owners Title Guarantee Policy shall describe the property acquired by the Government by reference to the narrative description and to the recorded deed and survey provided by the Government.

f. IDENTICAL OWNERSHIP: In the event the title search determines that contiguous parcels are in identical ownership, it is desirable that one Title Binder be issued covering all such contiguous identical ownership parcels. In the event the initial title search determines that contiguous parcels are in identical ownership, such parcels shall be considered as one parcel for purposes of computing payment due for Updated Title Binders, and Updated Title Searches. If such parcels are acquired by the Government in a single deed, payment due for the insurance premium, the Final Owners Title Guarantee Policy, and one (1) Final Owners Title Guarantee will be issued therefore. See General Provision 6.c. attached hereto.

g. DELIVERY AND PAYMENT: The completed items of title evidence specified in paragraph 1 shall be delivered to the local government representative identified in paragraph 5.B., above. Upon delivery of one or more completed items of title evidence the contractor shall be entitled to payment by submitting to the local government representative, an invoice signed by the contractor. If any items of title evidence are not furnished within the time prescribed in paragraph 1, the Government shall be under no obligation to accept or pay for such item. Acceptance by the Government of any items ordered hereunder, whether within, or after, the time prescribed, will not relieve the Contractor from the obligation to correct or complete any inaccurate or incomplete work without additional cost or expense to the Government. Final payment for items provided under paragraph 1. shall be made upon receipt of invoice as described above and upon certification of acceptable final title by Navy Counsel. Payment shall be made via authorized release of funds from Navy's escrow account. Navy's Real Estate Contracting Officer is the only person authorized to approve the release of funds.

h. DEFINITION: The word "parcel" as used herein means any areas included in the description set forth herein which are contiguous and in identical ownership. The land will be deemed contiguous even though portions thereof are separated by roads, railroad rights of way, streams, etc. If there has been a severance of the surface and sub-surface of the land, determination of what constitutes a parcel shall be based on ownership of the surface.

i. TERMINATION FOR DEFAULT: If the Contractor fails or refuses to perform this contract within the times specified, or any extension thereof, or so fails to make progress as to endanger performance of this contract in accordance with its terms, the Government may, by written notice, terminate the right of the Contractor to proceed with the contract or with such part or parts thereof as to which there has been default or delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this clause if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including, without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the Government. Upon termination under this clause the Government reserves the right to require the Contractor to deliver all completed items of title evidence, for which payment shall be made at the price specified herein.

j. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT: The performance of work under this contract may be terminated, in whole or in part, whenever the Government shall determine that termination is in its best interest, by delivery to the Contractor of a Notice of Termination not less than three days prior to the



date upon which termination shall become effective. The Contractor shall cease all work and deliver to the Government all completed items of title evidence, for which payment shall be made at the price specified herein. The Government shall also pay the Contractor an equitable price for work performed prior to termination in connection with uncompleted items of title evidence, such price not to exceed a fair proportion of the price specified herein.

k. COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

l. OFFICIALS NOT TO BENEFIT: No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

m. GRATUITIES:

(1) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Secretary of the Navy or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(2) In the event this contract is terminated as provided in paragraph (1) hereof, the Government shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (ii) as a penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Navy or his duly authorized representative) which shall not be less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

(3) The rights and remedies of the Government provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

n. DISPUTES:

(1) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(2) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(3) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by paragraph (4)(b) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the

submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(4) (a) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(b) (i) The Contractor shall provide the certification specified in paragraph (4)(b)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(c) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(5) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(6) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(7) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(8) The Government shall pay interest on the amount found due and unpaid from (a) the date that the Contracting Officer receives the claim (certified, if required); or (b) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(9) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

o. EXAMINATION OF RECORDS:

(1) The Contractor agrees that the Comptroller General of the United States or his duly authorized representative shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(2) The Contractor further agrees to include in all his subcontractors hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or his duly authorized



representative, shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (i) purchase orders not exceeding \$2,500 and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

p. NONDISCRIMINATION IN EMPLOYMENT:

(1) In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Government setting forth the provisions of the nondiscrimination clause.

(2) The Contractor further agrees to insert the foregoing provision in all subcontractors hereunder, except subcontracts for standard commercial supplies or raw materials.

q. AUTHORITY FOR NEGOTIATION: This contract is entered into as a result of negotiation pursuant to the authority of 10 U.S.C. 2304 (a) (4) and any necessary determinations and findings, or other supporting statement of justification, prescribed by the Act or by the Armed Services Procurement Regulation have been made.

r. NOTICES: Wherever during the course of the contract, it is necessary for one party to furnish information or documentation to the other, such materials should be delivered in person or mailed and addressed as follows:

TO THE TITLE/ESCROW COMPANY:

NORTHWEST TITLE COMPANY OF KITSAP COUNTY, INC  
2021 NW MYHRE ROAD  
SUITE 300  
SILVERDALE, WA 98383

TO THE GOVERNMENT:

COMMANDING OFFICER  
NAVAL FACILITIES ENGINEERING COMMAND NORTHWEST (REAL ESTATE)  
1101 TAUTOG CIR  
SILVERDALE, WA 98315-1101

Either party may change its address or contact person by written notice to the other given in accordance with the above.

## Attachment "A" Kitsap County

Update Per Request will be: \$75.00 Per Parcel

## Title Rate Schedule

Amount (up to and Including)	ORTC General Schedule Rate	Amount (up to and Including)	ORTC General Schedule Rate	Amount	General Schedule Rate	Amount	General Schedule Rate
\$ 30,000.00	400	\$ 1,040,000.00	2,661	\$2,180,000.00	4,200	\$3,360,000.00	5,793
\$ 40,000.00	400	\$ 1,060,000.00	2,688	\$2,200,000.00	4,227	\$3,380,000.00	5,820
\$ 50,000.00	400	\$ 1,080,000.00	2,715	\$2,220,000.00	4,254	\$3,400,000.00	5,847
\$ 60,000.00	450	\$ 1,100,000.00	2,742	\$2,240,000.00	4,281	\$3,420,000.00	5,874
\$ 70,000.00	500	\$ 1,120,000.00	2,769	\$2,260,000.00	4,308	\$3,440,000.00	5,901
\$ 80,000.00	550	\$ 1,140,000.00	2,796	\$2,280,000.00	4,335	\$3,460,000.00	5,928
\$ 90,000.00	600	\$ 1,160,000.00	2,823	\$2,300,000.00	4,362	\$3,480,000.00	5,955
\$ 100,000.00	650	\$ 1,180,000.00	2,850	\$2,320,000.00	4,389	\$3,500,000.00	5,982
\$ 110,000.00	679	\$ 1,200,000.00	2,877	\$2,340,000.00	4,416	\$3,520,000.00	6,009
\$ 120,000.00	708	\$ 1,220,000.00	2,904	\$2,360,000.00	4,443	\$3,540,000.00	6,036
\$ 130,000.00	737	\$ 1,240,000.00	2,931	\$2,380,000.00	4,470	\$3,560,000.00	6,063
\$ 140,000.00	766	\$ 1,260,000.00	2,958	\$2,400,000.00	4,497	\$3,580,000.00	6,090
\$ 150,000.00	795	\$ 1,280,000.00	2,985	\$2,420,000.00	4,524	\$3,600,000.00	6,117
\$ 160,000.00	824	\$ 1,300,000.00	3,012	\$2,440,000.00	4,551	\$3,620,000.00	6,144
\$ 180,000.00	868	\$ 1,320,000.00	3,039	\$2,460,000.00	4,578	\$3,640,000.00	6,171
\$ 200,000.00	912	\$ 1,340,000.00	3,066	\$2,480,000.00	4,605	\$3,660,000.00	6,198
\$ 220,000.00	956	\$ 1,360,000.00	3,093	\$2,500,000.00	4,632	\$3,680,000.00	6,225
\$ 240,000.00	1,000	\$ 1,380,000.00	3,120	\$2,520,000.00	4,659	\$3,700,000.00	6,252
\$ 260,000.00	1,044	\$ 1,400,000.00	3,147	\$2,540,000.00	4,686	\$3,720,000.00	6,279
\$ 280,000.00	1,088	\$ 1,420,000.00	3,174	\$2,560,000.00	4,713	\$3,740,000.00	6,306
\$ 300,000.00	1,132	\$ 1,440,000.00	3,201	\$2,580,000.00	4,740	\$3,760,000.00	6,333
\$ 320,000.00	1,176	\$ 1,460,000.00	3,228	\$2,600,000.00	4,767	\$3,780,000.00	6,360
\$ 340,000.00	1,220	\$ 1,480,000.00	3,255	\$2,620,000.00	4,794	\$3,800,000.00	6,387
\$ 360,000.00	1,264	\$ 1,500,000.00	3,282	\$2,640,000.00	4,821	\$3,820,000.00	6,414
\$ 380,000.00	1,308	\$ 1,520,000.00	3,309	\$2,660,000.00	4,848	\$3,840,000.00	6,441
\$ 400,000.00	1,352	\$ 1,540,000.00	3,336	\$2,680,000.00	4,875	\$3,860,000.00	6,468
\$ 420,000.00	1,396	\$ 1,560,000.00	3,363	\$2,700,000.00	4,902	\$3,880,000.00	6,495
\$ 440,000.00	1,440	\$ 1,580,000.00	3,390	\$2,720,000.00	4,929	\$3,900,000.00	6,522
\$ 460,000.00	1,484	\$ 1,600,000.00	3,417	\$2,740,000.00	4,956	\$3,920,000.00	6,549
\$ 480,000.00	1,528	\$ 1,620,000.00	3,444	\$2,760,000.00	4,983	\$3,940,000.00	6,576
\$ 500,000.00	1,572	\$ 1,640,000.00	3,471	\$2,780,000.00	5,010	\$3,960,000.00	6,603
\$ 520,000.00	1,616	\$ 1,660,000.00	3,498	\$2,800,000.00	5,037	\$3,980,000.00	6,630
\$ 540,000.00	1,660	\$ 1,680,000.00	3,525	\$2,820,000.00	5,064	\$4,000,000.00	6,657
\$ 560,000.00	1,704	\$ 1,700,000.00	3,552	\$2,840,000.00	5,091	\$4,020,000.00	6,684
\$ 580,000.00	1,748	\$ 1,720,000.00	3,579	\$2,860,000.00	5,118	\$4,040,000.00	6,711
\$ 600,000.00	1,792	\$ 1,740,000.00	3,606	\$2,880,000.00	5,145	\$4,060,000.00	6,738
\$ 620,000.00	1,836	\$ 1,760,000.00	3,633	\$2,900,000.00	5,172	\$4,080,000.00	6,765
\$ 640,000.00	1,880	\$ 1,780,000.00	3,660	\$2,920,000.00	5,199	\$4,100,000.00	6,792
\$ 660,000.00	1,924	\$ 1,800,000.00	3,687	\$2,940,000.00	5,226	\$4,120,000.00	6,819
\$ 680,000.00	1,968	\$ 1,820,000.00	3,714	\$2,960,000.00	5,253	\$4,140,000.00	6,846
\$ 700,000.00	2,012	\$ 1,840,000.00	3,741	\$2,980,000.00	5,280	\$4,160,000.00	6,873
\$ 720,000.00	2,056	\$ 1,860,000.00	3,768	\$3,000,000.00	5,307	\$4,180,000.00	6,900
\$ 740,000.00	2,100	\$ 1,880,000.00	3,795	\$3,020,000.00	5,334	\$4,200,000.00	6,927
\$ 760,000.00	2,139	\$ 1,900,000.00	3,822	\$3,040,000.00	5,361	\$4,220,000.00	6,954
\$ 780,000.00	2,178	\$ 1,920,000.00	3,849	\$3,060,000.00	5,388	\$4,240,000.00	6,981
\$ 800,000.00	2,217	\$ 1,940,000.00	3,876	\$3,080,000.00	5,415	\$4,260,000.00	7,008
\$ 820,000.00	2,256	\$ 1,960,000.00	3,903	\$3,100,000.00	5,442	\$4,280,000.00	7,035
\$ 840,000.00	2,295	\$ 1,980,000.00	3,930	\$3,120,000.00	5,469	\$4,300,000.00	7,062
\$ 860,000.00	2,334	\$ 2,000,000.00	3,957	\$3,140,000.00	5,496	\$4,320,000.00	7,089
\$ 880,000.00	2,373	\$ 2,020,000.00	3,984	\$3,160,000.00	5,523	\$4,340,000.00	7,116
\$ 900,000.00	2,412	\$ 2,040,000.00	4,011	\$3,180,000.00	5,550	\$4,360,000.00	7,143
\$ 920,000.00	2,451	\$ 2,060,000.00	4,038	\$3,200,000.00	5,577	\$4,380,000.00	7,170
\$ 940,000.00	2,490	\$ 2,080,000.00	4,065	\$3,220,000.00	5,604	\$4,400,000.00	7,197
\$ 960,000.00	2,529	\$ 2,100,000.00	4,092	\$3,240,000.00	5,631	\$4,420,000.00	7,224
\$ 980,000.00	2,568	\$ 2,120,000.00	4,119	\$3,260,000.00	5,658	\$4,440,000.00	7,251
\$1,000,000.00	2,607	\$ 2,140,000.00	4,146	\$3,280,000.00	5,685	\$4,460,000.00	7,278
\$1,020,000.00	2,634	\$ 2,160,000.00	4,173	\$3,300,000.00	5,712	\$4,480,000.00	7,305
				\$3,320,000.00	5,739	\$4,500,000.00	7,332



## Attachment "B" Jefferson County

Update Per Request will be: \$75.00 Per Parcel

of Jefferson County

## SCHEDULE OF TITLE FEES

Liability Amount	General Schedule rate	Home-owner's (Eagle)	Short Term rate	Simult ALTA rate	ALTA Loan Rate	Jr. Mig/ Reorg. Rate	Liability Amount	General Schedule rate	Home-owner's (Eagle)	Short Term rate	Simult ALTA rate	ALTA Loan Rate	Jr. Mig/ Reorg. Rate
30,000	300	330	300	350	500	300	520,000	1,415	1,557	1,132	575	1,840	708
40,000	340	374	300	350	540	300	530,000	1,435	1,579	1,148	581	1,866	718
50,000	380	418	304	350	580	300	540,000	1,455	1,601	1,164	587	1,892	728
60,000	420	462	336	350	620	300	550,000	1,475	1,623	1,180	593	1,918	738
70,000	460	506	368	350	660	300	560,000	1,495	1,645	1,196	599	1,944	748
80,000	500	550	400	350	700	300	570,000	1,515	1,667	1,212	605	1,970	758
90,000	525	578	420	350	725	300	580,000	1,535	1,689	1,228	611	1,996	768
100,000	550	605	440	350	750	300	590,000	1,555	1,711	1,244	617	2,022	778
110,000	575	633	460	350	775	300	600,000	1,575	1,733	1,260	623	2,048	788
120,000	600	660	480	350	800	300	610,000	1,595	1,755	1,276	629	2,074	798
130,000	625	688	500	350	825	313	620,000	1,615	1,777	1,292	635	2,100	808
140,000	650	715	520	350	850	325	630,000	1,635	1,799	1,308	641	2,126	818
150,000	675	743	540	353	878	338	640,000	1,655	1,821	1,324	647	2,152	828
160,000	695	765	556	359	904	348	650,000	1,675	1,843	1,340	653	2,178	838
170,000	715	787	572	365	930	358	660,000	1,695	1,865	1,356	659	2,204	848
180,000	735	809	588	371	956	368	670,000	1,715	1,887	1,372	665	2,230	858
190,000	755	831	604	377	982	378	680,000	1,735	1,909	1,388	671	2,256	868
200,000	775	853	620	383	1,008	388	690,000	1,755	1,931	1,404	677	2,282	878
210,000	795	875	636	389	1,034	398	700,000	1,775	1,953	1,420	683	2,308	888
220,000	815	897	652	395	1,060	408	710,000	1,795	1,975	1,436	689	2,334	898
230,000	835	919	668	401	1,086	418	720,000	1,815	1,997	1,452	695	2,360	908
240,000	855	941	684	407	1,112	428	730,000	1,835	2,019	1,468	701	2,386	918
250,000	875	963	700	413	1,138	438	740,000	1,855	2,041	1,484	707	2,412	928
260,000	895	985	716	419	1,164	448	750,000	1,875	2,063	1,500	713	2,438	938
270,000	915	1,007	732	425	1,190	458	760,000	1,895	2,085	1,516	719	2,464	948
280,000	935	1,029	748	431	1,216	468	770,000	1,915	2,107	1,532	725	2,490	958
290,000	955	1,051	764	437	1,242	478	780,000	1,935	2,129	1,548	731	2,516	968
300,000	975	1,073	780	443	1,268	488	790,000	1,955	2,151	1,564	737	2,542	978
310,000	995	1,095	796	449	1,294	498	800,000	1,975	2,173	1,580	743	2,568	988
320,000	1,015	1,117	812	455	1,320	508	810,000	1,995	2,195	1,596	749	2,594	998
330,000	1,035	1,139	828	461	1,346	518	820,000	2,015	2,217	1,612	755	2,620	1,008
340,000	1,055	1,161	844	467	1,372	528	830,000	2,035	2,239	1,628	761	2,646	1,018
350,000	1,075	1,183	860	473	1,398	538	840,000	2,055	2,261	1,644	767	2,672	1,028
360,000	1,095	1,205	876	479	1,424	548	850,000	2,075	2,283	1,660	773	2,698	1,038
370,000	1,115	1,227	892	485	1,450	558	860,000	2,095	2,305	1,676	779	2,724	1,048
380,000	1,135	1,249	908	491	1,476	568	870,000	2,115	2,327	1,692	785	2,750	1,058
390,000	1,155	1,271	924	497	1,502	578	880,000	2,135	2,349	1,708	791	2,776	1,068
400,000	1,175	1,293	940	503	1,528	588	890,000	2,155	2,371	1,724	797	2,802	1,078
410,000	1,195	1,315	956	509	1,554	598	900,000	2,175	2,393	1,740	803	2,828	1,088
420,000	1,215	1,337	972	515	1,580	608	910,000	2,195	2,415	1,756	809	2,854	1,098
430,000	1,235	1,359	988	521	1,606	618	920,000	2,215	2,437	1,772	815	2,880	1,108
440,000	1,255	1,381	1,004	527	1,632	628	930,000	2,235	2,459	1,788	821	2,906	1,118
450,000	1,275	1,403	1,020	533	1,658	638	940,000	2,255	2,481	1,804	827	2,932	1,128
460,000	1,295	1,425	1,036	539	1,684	648	950,000	2,275	2,503	1,820	833	2,958	1,138
470,000	1,315	1,447	1,052	545	1,710	658	960,000	2,295	2,525	1,836	839	2,984	1,148
480,000	1,335	1,469	1,068	551	1,736	668	970,000	2,315	2,547	1,852	845	3,010	1,158
490,000	1,355	1,491	1,084	557	1,762	678	980,000	2,335	2,569	1,868	851	3,036	1,168
500,000	1,375	1,513	1,100	563	1,788	688	990,000	2,355	2,591	1,884	857	3,062	1,178
510,000	1,395	1,535	1,116	569	1,814	698	1,000,000	2,375	2,613	1,900	863	3,088	1,188

Simultaneous Standard Coverage \$150.00 Builders sell out commercial 40% residential 30%

**ATTACHMENT "C"**

**ESCROW SERVICES**

WHEREAS the Department of the Navy (Navy) and the Escrow Agent, herein after referred to as the Parties, are entering into this agreement to facilitate title evidence and management and payment of Navy funds pursuant to the **Encroachment Protection Multi-Year Agreement (MYA) N44255-11-RP-00034** executed by and between the Navy and **The Nature Conservancy, The Trust for Public Land, and Washington State Department of Natural Resources**, incorporated herein by reference, for the purpose of establishing the terms and conditions applicable to the contribution of Federal and non-federal funds for the acquisition of long-term property interests in parcels of land in the vicinity of Naval Base Kitsap and Naval Magazine Indian Island; and

WHEREAS, this ongoing acquisition process is scheduled to continue through the term of the MYA, unless earlier terminated, whereby fee title may be acquired by one or more of the parties to the MYA a subsequent restrictive easement will be issued to the Navy over each parcel of land identified to be of interest to the Navy and one, or more of the other parties to the MYA; and

WHEREAS, the Navy will obligate sums of money for the acquisition of restrictive easement rights as may be authorized and appropriated for this purpose during the term of the MYA; and

WHEREAS, the Navy desires to place into escrow the Navy's funds which have been obligated to pay the Navy's share of costs for the acquisition of the restrictive easements and allowable transactional expenses authorized under 10 U.S.C. §2684a; and

WHEREAS, the Escrow Agent named herein is willing and able to accept all duties of Escrow Agent as set forth and defined by this Escrow Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree, as follows:

Section 1 Appointment of Escrow Agent. The Navy hereby designates and accepts **Arlene Clayton** as Escrow Agent under the terms of this Escrow Agreement.

Section 2 Agreement to serve as Escrow Agent. Escrow Agent agrees to serve as Escrow Agent and further agrees to abide by the terms of this Escrow Agreement.

Section 3 Deposit of Funds into Escrow. In accordance with the MYA, the Navy shall deliver or cause to be delivered to the Escrow Agent sums of money to pay the Navy's share of costs for the acquisition of restrictive easements and allowable transactional expenses authorized under 10 U.S.C. §2684a. Escrow Agent shall deposit these sums into an interest bearing account in a federally insured bank selected by the Escrow Agent and approved by the Navy. All accrued interest will be deposited into a separate account. At the end of each federal fiscal year, on or about September 30th, the Escrow Agent shall deliver to the Navy, by check, the interest income accumulated in the escrow account(s) for deposit to the miscellaneous receipts account of the U.S. Treasury or into any other account as may be authorized by law and designated from time to time by the Navy.

Section 4 Payment of Navy Funds. Not less than seven (7) calendar days before the scheduled closing date for the acquisition of each real property interest, the Real Estate Contracting Officer shall deliver to Escrow Agent a copy of an approved Purchase Agreement and release authorization for the payment of funds from the Escrow Account. It is the intention of the Navy that the Closing(s) shall be completed by 5:00 p.m. on the Closing Date. If for any reason the restrictive easement(s) is not recorded by such time, the Escrow Agent shall contact the Navy and comply with further instructions. Escrow Agent acknowledges that the Closing Date may be extended. In such an event, the Escrow Agent will be notified in writing of any such extension by the Navy. In the case that closing services will be provided by another escrow company, chosen by another Party to



the MYA, Pacific Northwest Title Company will be requested to provide disbursement from Navy's account and is authorized to deduct a \$50.00 fee for this service. Navy may request disbursement for the purpose of reimbursing one or more of the Parties to the MYA at any time, and not only in connection with a closing.

Section 5 Term of Escrow Agreement. The term of this Escrow Agreement shall be coextensive with the term of the MYA, including any amendments to the term made thereto. Upon termination of this Escrow Agreement, Escrow Agent shall promptly return to the Navy all unexpended sums deposited by the Navy along with any interest accrued thereto.

Section 6. The Escrow Agent.

a. Escrow Agent shall not be liable for any action lawfully taken or omitted to be taken by it under or in connection with this Agreement, except for its own fraud, negligence or willful misconduct.

b. Escrow Agent shall be entitled to rely, and shall be fully protected in relying, upon any notice or document believed by it to be genuine and correct and to have been signed, sent or made by the proper person.

c. Escrow Agent shall not be liable for any loss or damage resulting from (i) the effect of the transactions underlying this escrow or of any element of those transactions, including without limitation, the financial status of insolvency of any other party, and any misrepresentation made by any other party, (ii) any impairment of funds that have been deposited in escrow while those funds are in a financial institution as instructed under this Escrow Agreement if such loss or impairment results from the failure, insolvency or suspension of such financial institution, and (iii) Escrow Agent's compliance with any legal process, subpoena, writs, orders, judgments and decree of any court whether issued with or without jurisdiction and whether or not consequently vacated, modified, set aside or reversed.

Section 7 Governing Law. This Escrow Agreement shall be governed by and construed in accordance with Federal Law.

Section 8 Amendment. This Escrow Agreement may be amended, modified or terminated only by written instrument or written instruments signed by all the Parties hereto. No act or course of dealing shall be deemed to constitute an amendment, modification or termination hereof.

Section 9 Headings. The headings contained in this Escrow Agreement are provided for convenience only and form no part of this Escrow Agreement and shall not affect the construction or interpretation of this Escrow Agreement.

Section 10 Successors and Assigns. This Escrow Agreement shall be binding upon and shall run to the benefit of the Navy, its respective legal representatives, successors and assigns.

Section 11 Definitions. The Escrow Agent has received a copy of the MYA and is familiar with its terms. All capitalized terms used herein, and not otherwise defined herein, shall have the meaning assigned to them in the MYA, which definitions are incorporated by reference.

Section 24 Anti-deficiency Act. The obligations of Navy are subject to the availability of Federal funds for the Agreement. No provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. 1341, or other applicable Federal law.

Section 13 Notices. Any notice, transmittal, approval, or other official communication made under this Escrow Agreement shall be in writing and shall be delivered by hand, facsimile transmission, or by U. S. mail to the other Party at the address or facsimile transmission telephone number set forth in 6(r) of Contract for Title Evidence/Escrow Services (page 6) above or at such other address as may be later designated and such notice shall be effective upon date of receipt. Confirmation of receipt shall be the responsibility of the sending Party.



## ESCROW RATE SCHEDULE FOR KITSAP COUNTY

**Bainbridge Island**  
(206) 842-2082 • Fax (206) 842-2125

**Silverdale**  
(360) 692-4141 • Fax (360) 692-5569

**Port Orchard**  
(360) 895-7799 • Fax (360) 895-5824

### *Escrow Rate*

<b>Sales Price</b>	<b>Minimum Escrow Fee</b>
\$ 100,000.00	\$375.00
\$ 200,000.00	\$425.00
\$ 300,000.00	\$475.00
\$ 400,000.00	\$525.00
\$ 500,000.00	\$575.00
\$ 600,000.00	\$625.00
\$ 700,000.00	\$675.00
\$ 800,000.00	\$725.00
\$ 900,000.00	\$775.00
\$1,000,000.00	\$825.00
\$2,000,000.00	\$850.00

*The escrow fee is normally split between the seller & the buyer, with the exception on VA transactions where the seller pays the entire escrow fee.*

### *Residential Refinance Rate*

Residential Refinance Fee up to \$500,000 ( <i>Minimum</i> ):	\$400.00
Residential Refinance Fee \$500,001 to \$999,999	\$500.00
Residential Refinance Fee \$1,000,000 and higher	<i>Call for quote</i>
VA (rollover) Refinance	\$300.00

### *Additional Escrow Fees*

Mobile Home Transaction add	\$250.00
Individual Credit Card payoff add	\$ 15.00
Out of State Courier Fees add	\$ 40.00
1031 Tax Deferred Exchanges	\$200.00
For Sale by Owner	\$250.00
Seller Finance	\$200.00

*All fees are subject to Washington State Sales Tax.*





## ESCROW RATE SCHEDULE FOR KITSAP COUNTY

**Bainbridge Island**  
(206) 842-2082 • Fax (206) 842-2125

**Silverdale**  
(360) 692-4141 • Fax (360) 692-5569

**Port Orchard**  
(360) 895-7799 • Fax (360) 895-5824

### ***Sale Recording Fees***

Statutory Warranty Deed & Deed of Trust \$150.00

### ***Refinance Recording Fees***

Deed of Trust \$ 85.00

### ***Quit Claim Deed Recording Fees***

Quit Claim Deed and Excise Affidavit \$ 75.00

### ***Reconveyance Fees***

Reconveyance Fees (Per payoff- includes post closing tracking) \$150.00

*Please call for recording fees if you anticipate recording additional legal documents: i.e.  
Power of Attorney, Easement, Boundary Line Adjustment, Subordination*

### ***Supplemental Escrow Fees***

2nd Mortgage, Deed of Trust & GEMs \$195.00

Fee includes wire, e-mail; courier; with no payoffs.

Builder Rate (must be approved by company) \$ 150.00

Custom Construction Rate

80% of the borrower's half of the best fee located on main escrow rate schedule

Sub-Escrow Fee/ CPL (Closing Protection Letter) \$250.00

Accommodation/Courtesy Signing \$150.00

Preparation of Quit Claim Deed (as part of an open escrow) \$50.00

Escrow Holdback \$200.00

Work Charge

Determined by escrow officer based on complexity and liability of the transaction.

Wire (incoming or outgoing) \$20.00

FaxEd or UPS

No fees for: Lender Documents, Payoffs (non-credit card)

Fees apply to: Out of County, Out of Area Buyer/Seller, Saturday  
Delivery, Credit Card payoffs,  
Early a.m. Delivery.

Fees Vary

*OUT OF COUNTY \$100.00*

### ***Manufactured Home Fees***

Transfer of Title \$250.00

Split between buyer and seller

Title Elimination \$250.00

Split between buyer and seller

Re-Build Manufactured Home Title \$500.00

For removal from real property

*Customer may incur additional fees from outside vendors.*

*All fees are subject to Washington State Sales Tax.*

ORIGINAL

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. <b>Five (5)</b>	3. EFFECTIVE DATE <b>15 Feb 2013</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>Commanding Officer Naval Facilities Engineering Command Northwest 1101 Tautog Circle Silverdale, WA 98315-1101</b>		7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.
<b>The Nature Conservancy      The Trust for Public Land</b> <b>1917 First Avenue          901 Fifth Avenue, Suite 1520</b> <b>Seattle, WA 98101          Seattle, WA 98164</b>				9B. DATED (SEE ITEM 11)
<b>Washington State Department of Natural Resources PO Box 47001 Olympia, WA 98504-7001</b>			✓	10A. MODIFICATION OF CONTRACT/ORDER NO.  <b>N4425511RP00034</b>
CODE				10B. DATED (SEE ITEM 11)  <b>26 Sep 2011</b>
FACILITY CODE				

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

AE 9713130100 KFES 0253 62470 A 068732 2D AE000Q AE0000000000 \$3,000,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
✓	D. OTHER (Specify type of modification and authority) <b>Article IIII - Funding</b>

E. IMPORTANT: Contractor is not, ✓ is required to sign this document and return 1 copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  <b>SEE PAGE 2</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  <b>MICHAEL D. BRADY REAL ESTATE CONTRACTING OFFICER</b>	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Michael Brady</i> (Signature of Contracting Officer)	16C. DATE SIGNED <b>2/11/2013</b>

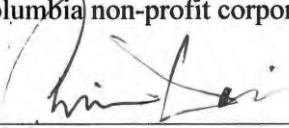


14. DESCRIPTION OF AMENDMENT/MODIFICATION

Modification Five (5) is issued to add FY13 Readiness and Environmental Protection funding to the agreement. All other terms and conditions remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print)

FOR THE NATURE CONSERVANCY,  
a District of Columbia non-profit corporation

By:   
CHRIS DAVIS  
CONSERVATION PROGRAMS DIRECTOR,  
PUGET SOUND

Date: 2-11-13

15A. NAME AND TITLE OF SIGNER (Type or print)


FOR THE TRUST FOR PUBLIC LANDS

By:   
MICHAEL R. DELLER  
WASHINGTON STATE DIRECTOR

Date: 2/12/13

15A. NAME AND TITLE OF SIGNER (Type or print)

FOR THE STATE OF WASHINGTON,  
DEPT OF NATURAL RESOURCES

By:   
PETER GOLDMARK  
COMMISSIONER OF PUBLIC LANDS

Date: 2/14/13

ORIGINAL

**MODIFICATION FOUR (4)****MULTI-YEAR ENCROACHMENT PROTECTION AGREEMENT**

In accordance with the provisions of 10 U.S.C. §2684a and Article V, Section 502 "Modification", and upon mutual agreement of the DEPARTMENT OF THE NAVY, hereinafter referred to as the NAVY, THE NATURE CONSERVANCY, hereinafter referred to as the CONSERVANCY, and THE TRUST FOR PUBLIC LAND, hereinafter referred to as the TRUST, Multi-year Encroachment Protection Agreement N44255-11-RP-00034 is modified to include the STATE OF WASHINGTON, ACTING BY AND THROUGH THE DEPARTMENT OF NATURAL RESOURCES, hereinafter referred to as DNR, as a PARTY to the Agreement under the following conditions:

1. DNR will comply with the terms and conditions of the Agreement as they apply to the NAVY and to any other agency or political subdivision of the State that may be added as a PARTY to the Agreement to the extent consistent with DNR's statutory authority. To the extent permitted by law, DNR will comply with the terms and conditions of the Agreement as they apply to the CONSERVANCY, the TRUST and any other eligible private entities that may be added to the Agreement as PARTIES.

2. Section 515. "Negotiations" is replaced with the following:

Negotiations with the owners of all parcels will be conducted by the TRANSACTING PARTIES, or their authorized representatives, in a manner that will assure the NAVY and the TRANSACTING PARTIES pay no more than fair market value for any property or property interest acquired under this Agreement unless otherwise agreed by the NAVY and the TRANSACTING PARTIES.

Section 508. "Notices" is replaced with the following:

Any notice, transmittal, approval or other official communication made under this Agreement shall be in writing and shall be delivered by hand, facsimile transmission or by mail to the NAVY or the PARTIES at the address or facsimile transmission telephone number set forth below or at such other address as may be later designated and such notice shall be effective upon date of receipt:



**For the Nature Conservancy**

Peter Scholes  
Director of Protection  
1917 First Avenue  
Seattle, WA 98101  
Telephone: (206) 343-4345 Ext. 305  
FAX: (206) 343-5608  
Email: pscholes@tnc.org

**For the Navy**

Commanding Officer  
ATTN: Real Estate Contracting Officer (AM1)  
Naval Facilities Engineering Command NW  
1101 Tautog Circle  
Silverdale, WA 98315-1101  
Telephone: (360) 396-0908  
FAX: (360) 396-5134  
Email: mike.d.brady@navy.mil

**For the Trust for Public Land**


Richard Corff  
Project Manager  
901 Fifth Avenue, Suite 1520  
Seattle, WA 98164  
Telephone: (206) 587-2447  
FAX: (206) 382-3414  
Email: richard.corff@tpl.org

**For the Department of Natural Resources**

Leonard Young  
Supervisor  
Department of Natural Resources  
P.O. Box 47001  
Olympia, WA 98504-7001  
Telephone: (360) 902-2121  
FAX: (360) 902-1775  
Email: lenny.young@dnr.wa.gov

Except as provided herein, all terms and conditions of the agreement remain unchanged and in full force and effect. This modification shall be effective upon final signature by the NAVY.

FOR THE NATURE CONSERVANCY,  
a District of Columbia non-profit corporation

By:   
CHRIS DAVIS  
CONSERVATION PROGRAMS DIRECTOR,  
PUGET SOUND

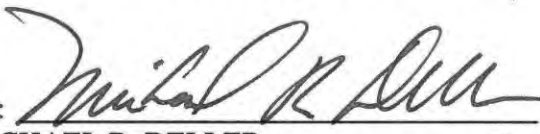
Date: 2102 63 JUN JUN 29 2012

FOR THE UNITED STATES OF AMERICA,  
DEPT OF THE NAVY

By:   
MICHAEL D. BRADY  
REAL ESTATE CONTRACTING OFFICER


Date: August 1, 2012

FOR THE TRUST FOR PUBLIC LANDS

By:   
MICHAEL R. DELLER  
WASHINGTON STATE DIRECTOR

Date: 7/3/12

FOR THE STATE OF WASHINGTON,  
DEPT OF NATURAL RESOURCES

By:   
PETER GOLDMARK  
COMMISSIONER OF PUBLIC LANDS

Date: July 18, 2012

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. <b>THREE (3)</b>	3. EFFECTIVE DATE <b>1 Jul 2012</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY <b>Commanding Officer Naval Facilities Engineering Command Northwest 1101 Tautog Circle Silverdale, WA 98315-1101</b>		7. ADMINISTERED BY (If other than Item 6)	CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)				(X)	9A. AMENDMENT OF SOLICITATION NO.
<b>The Nature Conservancy 1917 First Avenue Seattle, WA 98101</b>  <b>The Trust for Public Land 901 Fifth Avenue, Suite 1520 Seattle, WA 98164</b>				✓	9B. DATED (SEE ITEM 11)
					10A. MODIFICATION OF CONTRACT/ORDER NO.  <b>N44255-11-RP-00034</b>
					10B. DATED (SEE ITEM 11)  <b>26 Sep 2011</b>
CODE		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**SEE PAGE 2**

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc. ) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
✓	D. OTHER (Specify type of modification and authority) <b>Article IIII - Funding</b>

**E. IMPORTANT: Contractor is not, ✓ is required to sign this document and return 3 copies to the issuing office.**

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**See Page 2**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)  <b>SEE PAGE 2</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  <b>SEE PAGE 2</b>	
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  _____ (Signature of Contracting Officer)	16C. DATE SIGNED



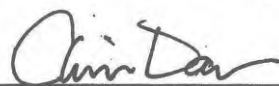
## 14. DESCRIPTION OF AMENDMENT/MODIFICATION

Modification Three (3) is issued to add additional Commander Navy Installation Command (CNIC) Encroachment Partnering and Congressional Plus-up funding for "Range Conservation". All other terms and conditions remain the same.

ACCOUNTING CLASSIFICATION TO BE CHARGED (DISBURSEMENT)										
A. ACRN	B. APPROPRIATION	C. SUBHEAD	D. OBJ. CLASS	E. BU. CONTROL	F. SA	G. AAA	H. TT	I. PAA	J. COST CODE	K. AMOUNT
AA	1721804	52FA	252	00052	0	068732	2D	C0012M	684362CN405Q	\$2,209,707.00
AA	1721804	52FA	252	00052	0	068732	2D	C0022M	000522FP409Q	\$2,000,000.00

15A. NAME AND TITLE OF SIGNER (Type or print)

FOR THE NATURE CONSERVANCY,  
a District of Columbia non-profit corporation

By:   
CHRIS DAVIS  
CONSERVATION PROGRAMS DIRECTOR,  
PUGET SOUND

Date: JUN 29 2012

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

FOR THE UNITED STATES OF AMERICA  
DEPARTMENT OF THE NAVY

By:   
MICHAEL D. BRADY  
REAL ESTATE CONTRACTING OFFICER

Date: 7/10/2012

FOR THE TRUST FOR PUBLIC LANDS

By:   
MICHAEL R. DELLER  
WASHINGTON STATE DIRECTOR

Date: 7/3/12

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. <b>TWO (2)</b>	3. EFFECTIVE DATE <b>27 Apr 2012</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>Commanding Officer Naval Facilities Engineering Command Northwest 1101 Tautog Circle Silverdale, WA 98315-1101</b>		7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  <b>The Nature Conservancy 1917 First Avenue Seattle, WA 98101</b>  <b>The Trust for Public Land 901 Fifth Avenue, Suite 1520 Seattle, WA 98164</b>		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO.  <b>N4425511RP00034</b>	
		✓	10B. DATED (SEE ITEM 11)  <b>26 Sep 2011</b>	
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

AB 9712120100 KFES 0253 62470 A 068732 2D AA000Q AB0000000000 \$3,000,000.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc. ) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
✓	D. OTHER (Specify type of modification and authority) Article IIII - Funding

**E. IMPORTANT:** Contractor is not, ✓ is required to sign this document and return 3 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

**See Page 2**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)  <b>SEE PAGE 2</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  <b>SEE PAGE 2</b>
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED




## 14. DESCRIPTION OF AMENDMENT/MODIFICATION

Modification Two (2) is issued to add additional Department of Defense (DOD) Readiness and Environmental Protection Initiative (REPI) funding in the amount of \$3,000,000.00. All other terms and conditions remain the same.

ACCOUNTING CLASSIFICATION TO BE CHARGED (DISBURSEMENT)										
A.	B.	C.	D.	E.	F.	G.	H.	I.	J.	K.
ACRN	APPROPRIATION	SUBHEAD	OBJ. CLASS	BU. CONTROL	SA	AAA	TT	PAA	COST CODE	AMOUNT
AB	9712120100	KFES	0253	62470	A	068732	2D	AA000Q	AB0000000000	\$3,000,000.00

## 15A. NAME AND TITLE OF SIGNER (Type or print)

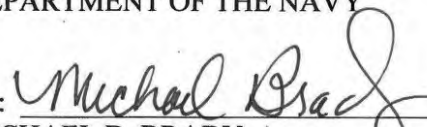
FOR THE NATURE CONSERVANCY,  
a District of Columbia non-profit corporation

By:   
~~CHRIS DAVIS~~ KAREN ANDERSON, WA  
CONSERVATION PROGRAMS DIRECTOR,  
PUGET SOUND STATE DIRECTOR

Date: 5-9-12

## 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

FOR THE UNITED STATES OF AMERICA  
DEPARTMENT OF THE NAVY

By:   
MICHAEL D. BRADY  
REAL ESTATE CONTRACTING OFFICER

Date: 4/27/12

## FOR THE TRUST FOR PUBLIC LANDS

By:   
MICHAEL R. DELLER  
WASHINGTON STATE DIRECTOR

Date: 5/10/12

ORIGINAL

## **MODIFICATION ONE (1)**

### **MULTI-YEAR ENCROACHMENT PROTECTION AGREEMENT**

In accordance with the provisions of 10 U.S.C. §2684a and Article V, Section 502 "Modification", and upon mutual agreement of the DEPARTMENT OF THE NAVY, hereinafter referred to as the NAVY, and THE NATURE CONSERVANCY, hereinafter referred to as the CONSERVANCY, Multi-year Encroachment Protection Agreement N44255-11-00034 is modified to include the TRUST FOR PUBLIC LAND, hereinafter referred to as the TRUST, as a PARTY to the agreement.

Section 508. "Notices" is replaced with the following:

Any notice, transmittal, approval, or other official communication made under this Agreement shall be in writing and shall be delivered by hand, facsimile transmission, or by mail to the NAVY or the PARTIES at the address or facsimile transmission telephone number set forth below or at such other address as may be later designated and such notice shall be effective upon date of receipt:

**For The Nature Conservancy**

Peter Scholes  
Director of Protection  
1917 First Avenue  
Seattle, WA 98101  
Telephone: (206) 343-4345 Ext. 305  
FAX: (206) 343-5608  
Email: pscholes@tnc.org

**For The Navy**


Commanding Officer  
ATTN: Real Estate Contracting Officer (AM1)  
Naval Facilities Engineering Command NW  
1101 Tautog Circle  
Silverdale, WA 98315-1101  
Telephone: (360) 396-0908  
FAX: (360) 396-5134  
Email: mike.d.brady@navy.mil

**For The Trust for Public Land**

Richard Corff  
Project Manager  
901 Fifth Avenue, Suite 1520  
Seattle, WA 98164  
Telephone: (206) 587-2447  
FAX: (206) 382-3414  
Email: richard.corff@tpl.org

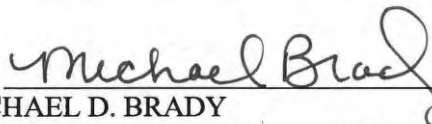
Except as provided herein, all terms and conditions of the agreement remain unchanged and in full force and effect. This modification shall be effective upon final signature by the NAVY.

FOR THE NATURE CONSERVANCY,  
a District of Columbia non-profit corporation

By:   
CHRIS DAVIS  
CONSERVATION PROGRAMS DIRECTOR,  
PUGET SOUND

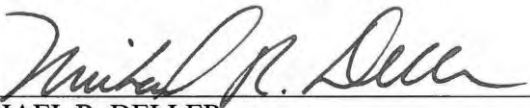
Date: 4-5-12

FOR THE UNITED STATES OF AMERICA  
DEPARTMENT OF THE NAVY

By:   
MICHAEL D. BRADY  
REAL ESTATE CONTRACTING OFFICER

Date: 4-12-12

FOR THE TRUST FOR PUBLIC LANDS

By:   
MICHAEL R. DELLER  
WASHINGTON STATE DIRECTOR

Date: 4-9-12



## **MULTI-YEAR ENCROACHMENT PROTECTION AGREEMENT**

### **ARTICLE I – SCOPE, PURPOSE AND AUTHORITY**

#### **Section 101. General**

a. In accordance with the provisions of 10 U.S.C. §2684a, this multi-year Encroachment Protection Agreement, hereinafter referred to as the Agreement, is made by and between the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF THE NAVY, hereinafter referred to as the NAVY, and THE NATURE CONSERVANCY, a District of Columbia nonprofit corporation, hereinafter referred to as the CONSERVANCY. The CONSERVANCY and all other eligible entities that may become parties to this Agreement by subsequent amendment are hereinafter collectively referred to as the PARTIES or TRANSACTING PARTIES. The NAVY and the PARTIES have entered into this Agreement to establish the terms and conditions applicable to the contribution of federal funds for acquisition of real estate interests (i.e., fee, covenants or easements) in parcels of land located in the vicinity of, or ecologically related to, Naval Base Kitsap, Washington, Naval Magazine Indian Island, Washington, and other Navy Activities in Washington, hereinafter referred to as the AREA OF INTEREST, as depicted in Attachment "A".

b. 10 U.S.C. §2684a authorizes the NAVY to enter into encroachment protection agreements with eligible entities to address the use or development of real property in the vicinity of, or ecologically related to, a military installation or military airspace for purposes of (1) limiting any development or use of the property that would be incompatible with the mission of the installation; or (2) preserving habitat on the property in a manner that (A) is compatible with environmental requirements; and (B) may eliminate or relieve current or anticipated environmental restrictions that would or might otherwise restrict, impede, or otherwise interfere, whether directly or indirectly, with current or anticipated military training, testing, or operations.

c. The missions of the PARTIES share common goals of enriching the communities of Washington through acquisition and preservation of open space and natural areas, conservation education, and the promotion of good land stewardship; and to that end, the PARTIES will adopt criteria for evaluating potential land conservation projects located in the AREA OF INTEREST. PARTIES that may be added to this Agreement by subsequent amendment shall be eligible entities as defined by 10 U.S.C. §2684a(b) and, in the case of private entities, with organizational purposes or goals consistent with that section.

d. The PARTIES' specific goals include the conservation and preservation of land and natural resources in the vicinity of, or ecologically related to, military installations within the AREA OF INTEREST, and the PARTIES' desire to work together in acquiring real property interests that meet the PARTIES' criteria.

e. This Agreement, including Attachment "A", includes all terms and conditions related to the NAVY'S contribution of funds for the above-stated purpose.

### **Section 102. Scope**

The scope of this Agreement includes all activities enumerated herein and in Attachment "A".

## **ARTICLE II – OBLIGATIONS OF THE PARTIES**

### **Section 201. General**

a. The NAVY and the PARTIES intend to work together to limit development that is incompatible with the NAVY's mission of military installations within the AREA OF INTEREST and conservation objectives within the AREA OF INTEREST by acquiring interests in certain real property located in the vicinity of, or ecologically related to, military installations within the AREA OF INTEREST. This Agreement in no way restricts the NAVY and the PARTIES from participating in similar activities with other public or private agencies, organizations, or individuals.

b. Whenever the terms of this Agreement provide for coordination and/or approval by either of the PARTIES, the PARTIES will not unreasonably withhold such coordination and/or approval. Any request for action by either the NAVY or the PARTIES shall be considered and acted upon in a timely fashion.

### **Section 202. Obligations of the PARTIES**

a. The PARTIES shall exercise the PARTIES' best efforts to supervise, manage, operate and/or maintain all activities or projects within the scope of this Agreement according to the terms, conditions, and specifications of this Agreement.

b. Subject to the availability of federal, state and local governmental or private funds for the Agreement, the PARTIES shall provide sufficient funds to pay the PARTIES' share of the costs for the acquisition of property interests and related allowable transactional costs within the scope of this Agreement. The PARTIES' provision of funds under this Agreement may include funding as currently provided in 10 U.S.C. §2684a and as it may be amended in the future by Congress.

### **Section 203. Obligations of the NAVY**

a. The NAVY shall provide sufficient funds to pay the NAVY'S share of allowable costs incurred in performance of this Agreement according to the terms and conditions for payment under Article IV.

b. The obligations of the NAVY are subject to the availability of federal funds for the Agreement. No provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act 31 U.S.C. §1341 or other applicable federal law.

#### **Section 204. Acquisition Process**

a. The NAVY and the PARTIES will work cooperatively to identify properties of shared interest located within the AREA OF INTEREST.

b. The NAVY and the PARTIES anticipate that, in the event additional entities become PARTIES to this Agreement, not all PARTIES will participate in every transaction contemplated under this Agreement. The one or more PARTIES that are directly involved in a specific transaction under this Agreement shall hereinafter be referred to as the TRANSACTING PARTIES.

c. The NAVY and the TRANSACTING PARTIES will make good faith efforts to obtain necessary approvals from the NAVY and the TRANSACTING PARTIES' respective governing authorities for specific acquisition projects and funding. Any payment or obligation of funds is strictly subject to the availability of funds, to the NAVY'S and the TRANSACTING PARTIES' respective agreement, and to the terms and conditions of any funding that may become available to the NAVY or the TRANSACTING PARTIES. The TRANSACTING PARTIES may solicit, obtain, and apply for funds from federal, state, and local governmental sources as well as private sources.

d. Upon agreement by the NAVY and the TRANSACTING PARTIES as to a suitable property, satisfactory completion of survey, title, other due diligence, and express delivery to escrow accounts for the transaction of sufficient funds to complete the purchase, the TRANSACTING PARTIES will purchase fee simple interest or conservation easement rights by voluntary sale from the property owners. In the case of the purchase of fee simple interest by the TRANSACTING PARTIES, the NAVY will be granted a restrictive covenant or easement that will serve to prevent encroachment and/or preserve habitat. Such restrictive covenant or easement will run with the land in perpetuity and will include restrictions and be formatted as agreed upon by both the NAVY and the TRANSACTING PARTIES.

In the case of the purchase of a conservation easement by the TRANSACTING PARTIES, the NAVY will be a GRANTEE or co-GRANTEE of said conservation easement, or restrictive easement that will serve to prevent encroachment and/or support the conservation values identified in the conservation easement. Such conservation easement or assignment of conservation or restrictive easement will run with the land in perpetuity and will include restrictions and be formatted as agreed upon by both the NAVY and the TRANSACTING PARTIES. The NAVY and the TRANSACTING PARTIES shall make good faith efforts to accommodate the requirements of all GRANTEES.

e. The NAVY and the TRANSACTING PARTIES shall work together to develop the appropriate deeds and/or covenants or easements (conveyance instruments) necessary to acquire the required property interests from the landowner. The NAVY and the TRANSACTING PARTIES will coordinate the proposed conveyance instruments prior to sending any such



instruments to the landowner for review. The TRANSACTING PARTIES will work with the landowner to finalize the terms and conditions of the conveyance that will be acceptable to the NAVY and the TRANSACTING PARTIES.

f. The amount of the Navy's contribution toward a specific acquisition will be negotiated by the TRANSACTING PARTIES and will be no more than is permitted under the provisions of 10 U.S.C. §2684a, as it may be amended from time to time. Further, it is the NAVY's goal to limit its contribution to the lesser of (1) an amount equal to fifty (50) percent of the purchase price paid by the PARTIES to the property owner for all rights acquired in the property by the PARTIES; i.e., the NAVY'S covenant or easement rights, together with any other rights, title or interest in the property acquired by the PARTIES; or (2) an amount equal to the appraised value of the NAVY'S conservation or restrictive easement or covenant rights.

g. THE TRANSACTING PARTIES may share costs and expenses for items such as appraisals, if any; title reports; environmental assessments, if required; stewardship costs, and/or monitoring of easement costs, as allowed under 10 U.S.C. §2684a. Each party will bear its own labor cost in implementing this agreement. Nothing in this agreement shall be construed to obligate the the NAVY or TRANSACTING PARTIES to share any of these costs as a result of this Agreement.

#### **Section 205. Additional Conditions**

a. Acquisition of the property interest must be with voluntary consent of the landowner.

b. The Navy shall not provide relocation costs or assistance under this Agreement; however, the PARTIES are not prohibited from providing relocation costs or assistance.

c. The Navy shall have no obligation to pay or reimburse any relocation assistance which may be required to be paid under state law.

d. Neither the NAVY nor the PARTIES shall use eminent domain or the threat of eminent domain, to acquire fee to land and/or lesser interests under this Agreement.

e. In the event a tenant is found on a property proposed for acquisition under this Agreement, the TRANSACTING PARTIES will notify the NAVY in writing. The TRANSACTING PARTIES or the NAVY may thereupon elect to: (a) terminate negotiations for acquiring any interest in that property; or (b) the TRANSACTING PARTIES and the NAVY may prepare a written agreement with the tenant allowing the tenant to remain on the property until the end of the remaining term of his, her, or its tenancy.

f. Covenant or easement interests acquired must run with the land in perpetuity.

g. The NAVY and the PARTIES agree to obtain approval from the other before issuing press releases, advertisements or other statements to the public in connection with this Agreement.

## **Section 206. Real Estate Appraisals**

The PARTIES agree an appraisal, or appraisals, of both the unencumbered fee estate and proposed conservation or restrictive easement(s) (or other realty interest required by the NAVY) may be performed to determine the fair market value of each real estate interest being acquired by the TRANSACTING PARTIES. The TRANSACTING PARTIES and NAVY shall establish procedures and criteria for the provision of appraisals and the sharing of costs associated therewith, which may vary depending on the nature of each transaction.

## **Section 207. Land Surveys**

a. Upon mutual consent of the NAVY and the PARTIES, a land survey will be acquired to determine the exact acreage and location of the property affected, to identify and locate existing encroachments and rights-of-way affecting the property acquisition(s), and to perform appraisal(s) and title work. The TRANSACTING PARTIES shall obtain the survey at the TRANSACTING PARTIES' sole cost and expense and shall make the survey available to the NAVY. The survey will be completed in accordance with the State of Washington land survey recordation requirements based on a scope of work satisfactory to the NAVY, the TRANSACTING PARTIES, and any of the TRANSACTING PARTIES' funders. The survey shall be sufficient to enable Title Insurers to delete all standard exceptions to coverage under the title policy with respect to surveys.

b. The survey shall determine the exact acreage and location of subject parcels and identify and locate all existing encroachments and rights-of-way affecting the parcels. The survey will show all parcels of land to be purchased, including the area to be encumbered by the restrictive covenant or easement where NAVY is a GRANTEE. The survey shall include a valid legal description of the property surveyed.

c. The NAVY requires any such survey to be certified by the Washington Public Land Surveyor who conducted the survey.

## **Section 208. Title Insurance**

a. The NAVY and the TRANSACTING PARTIES shall be responsible for acquiring their own title insurance at their own expense. If applicable during a fee simple transaction, the restrictive covenant or easement or the partial assignment of restrictive covenant(s) or easement(s), as applicable, to be granted by the landowner or TRANSACTING PARTIES to the NAVY must be in a form that is acceptable to the NAVY and must comply with United States Department of Justice Title Standards.

b. If the title evidence of either the NAVY or the TRANSACTING PARTIES reveals a defect in title, and the NAVY or the TRANSACTING PARTIES are not willing to waive such defect in title, the landowner will be notified of such title defects. Upon notification, the landowner will have a period set forth in the transaction agreement with the landowner ("Cure Period") to cure, or cause to be cured, the title defects to the satisfaction of the NAVY and the PARTIES.

c. The NAVY and the TRANSACTING PARTIES agree that if the landowner cannot cure or cause to be cured any title defect(s) within the Cure Period to the satisfaction of the NAVY and the TRANSACTING PARTIES, then the proposed acquisition will be null and void. However, if the NAVY or the PARTIES wish to continue with the acquisition, then the NAVY or the PARTIES are free to do so, but not pursuant to this Agreement.

#### **Section 209. Closing Costs**

The NAVY and the PARTIES are solely responsible for their own costs, including closing costs, acquisition costs, attorney's fees, document preparation, transfer and recording fees and expenses. Costs or expenses incurred by either the NAVY or the PARTIES not provided for herein shall be borne by either the NAVY or the PARTIES incurring same and will not form a basis for claim, compensation or reimbursement between the NAVY and the PARTIES.

### **ARTICLE III – FUNDING**

#### **Section 301. Funding Limitation**

The Navy will initially obligate Three Million Dollars (\$3,000,000.00) toward acquiring real estate interests in land parcels within the AREA OF INTEREST identified in Attachment "A" of this Agreement upon signature of this Agreement. The NAVY'S funds shall be deposited in one or more escrow accounts to be managed by the NAVY'S designated Escrow Agent. Funds shall be distributed to the PARTIES or escrow account of the PARTIES as required for each closing on the acquisition of an interest in real property and any allowable transactional costs under this Agreement. Additional funding under this Agreement will be provided through a modification of this Agreement. The NAVY shall notify the PARTIES when additional funds are obligated under this Agreement. Such funding by the NAVY is subject to the availability of appropriated funds. The NAVY is under no obligation to deposit additional funds.

#### **Section 302. Limitation on the Availability of Navy Funds for Obligation**

Other than the use of funds for real property acquisitions, including related and allowed transactional costs, the PARTIES intend that the NAVY shall have no other financial obligations under the terms of this Agreement.

### **ARTICLE IV – PAYMENT**

#### **Section 401. Payment by Navy**

a. The NAVY will pay for real estate interests acquired under this Agreement from escrow pursuant upon Real Estate Contracting Officer (RECO) authorization.



b. The funds provided by the NAVY are to be used for real estate interests acquired and any allowable transactional costs under this Agreement.

c. The NAVY and the PARTIES acknowledge that the property interest(s) subject to this Agreement, if successfully negotiated for acquisition by the PARTIES, cannot be acquired until proper funds are received from the NAVY and the NAVY has authorized the expenditure of such funds.

d. The PARTIES shall promptly deliver to the Real Estate Contracting Officer (RECO), Naval Facilities Engineering Command Northwest, Silverdale, Washington an accounting of funding and disbursements made under this Agreement for each property acquisition. The accounting shall be in the form of a closing statement or statements for each real property acquisition for which NAVY funds are to be expended. Appropriate payment documents, such as vouchers or closing statements for allowable costs, shall be submitted to NAVY at least fourteen (14) calendar days prior to closing scheduled for each parcel of property.

e. The PARTIES shall make records and accounts pertaining to this Agreement available for inspection for a maximum of three (3) years by federal auditors and other authorized federal government officials as may be required by the RECO.

#### **Section 402. Direct Federal Payment of Other Parties' Obligations**

In no event shall NAVY make direct payment to the PARTIES' contractor, employee, contractor employee, or vendor for any costs incurred by the PARTIES under this Agreement.

### **ARTICLE V – GENERAL PROVISIONS**

#### **Section 501. Term of Agreement**

This Agreement will remain in effect for a period of five (5) years from the date of the Agreement's signatures unless sooner terminated as provided herein, or unless renewed or extended by the NAVY and the PARTIES prior to the expiration of the five-year term of this Agreement. This Agreement may be terminated: (1) at any time by mutual written agreement of the NAVY and the PARTIES, or (2) by either the NAVY or, for purposes of the notifying party's participation in the Agreement, any of the PARTIES with thirty (30) calendar days advance written notice to the others.

#### **Section 502. Modification**

This Agreement may be modified only by a written instrument signed by the NAVY and the PARTIES hereto.

### **Section 503. Successors and Assigns**

This Agreement may not be assigned by the NAVY or the PARTIES without the express written consent of the NAVY or the PARTIES. All covenants made under this Agreement shall bind and inure to the benefit of any successors and assigns of the NAVY and the PARTIES whether or not expressly assumed or acknowledged by such successors or assigns.

### **Section 504. Entire Agreement**

This Agreement forms the entire agreement between the NAVY and the PARTIES as to scope and subject matter. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Agreement.

### **Section 505. Severability**

If any provision of this Agreement is judicially held invalid by a court of competent jurisdiction, the remainder of this Agreement shall continue in force and effect to the extent not inconsistent with such holding.

### **Section 506. Waiver of Breach**

If the NAVY or the PARTIES waive enforcement of any provision of this Agreement upon any event of breach by the NAVY or the PARTIES, the waiver shall not automatically extend to any other or future events of breach.

### **Section 507. Administration**

Except as otherwise provided for under this Agreement, the Real Estate Contracting Officer (RECO) of the Naval Facilities Engineering Command Northwest, Silverdale, Washington shall have complete charge of the administration of this Agreement on behalf of the NAVY, including granting any consents, modifications, and/or approvals hereunder, and shall exercise full supervision and general direction thereof insofar as the interests of the NAVY are affected.

### **Section 508. Notices**

Any notice, transmittal, approval, or other official communication made under this Agreement shall be in writing and shall be delivered by hand, facsimile transmission, or by mail to the NAVY or the PARTIES at the address or facsimile transmission telephone number set forth below or at such other address as may be later designated and such notice shall be effective upon date of receipt:

**For The Nature Conservancy**

Peter Scholes  
Director of Protection  
1917 First Avenue  
Seattle, WA 98101  
Telephone: (206) 343-4345 Ext. 305  
FAX: (206) 343-5608  
Email: pscholes@tnc.org

**For the Navy**

Commanding Officer  
ATTN: Real Estate Contracting Officer (AM1)  
Naval Facilities Engineering Command NW  
1101 Tautog Circle  
Silverdale, WA 98315-1101  
Telephone: (360) 396-0908  
FAX: (360) 396-5134  
Email: mike.d.brady@navy.mil

**Section 509. Execution**

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

**Section 510. Conflict of Interest**

The NAVY and the PARTIES shall insure that the NAVY'S and the PARTIES' employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

**Section 511. Access to and Retention of Records**

To the extent not prohibited by law, the NAVY and the PARTIES shall afford any authorized representative of the NAVY, the Department of Defense, or the Comptroller General, access to and the right to examine all records, books, papers, and documents ("Records") that are within the PARTIES' custody or control and that relate to the PARTIES' performance under this Agreement. The PARTIES shall retain all such records intact in a form, if not original documents, for at least three (3) years following termination of this Agreement.

**Section 512. Change of Circumstances**

The NAVY and the PARTIES shall promptly notify the other of any change of circumstances, pending litigation, or any other event or condition that adversely affect the NAVY'S or the PARTIES' ability to carry out any of its obligations under this Agreement.

**Section 513. Liability and Indemnity**

Nothing in this Agreement shall be construed as an indemnification by the NAVY or the PARTIES for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during performance of this Agreement, or arising from any other action that may arise as a result of this Agreement. Any claims or any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this Agreement shall be determined according to applicable law.



#### **Section 514. Reports**

In addition to any financial or other reports required by the terms of this Agreement, NAVY may require the PARTIES to prepare reports or provide information relating to this Agreement. The PARTIES agree to provide the reports within ninety (90) days after a request for a report and in such detail as may be required.

#### **Section 515. Negotiations**

Negotiations with the owners of all parcels will be conducted by the TRANSACTING PARTIES, or their authorized representatives, in a manner that will assure the most favorable price and terms are obtained for the NAVY and the TRANSACTING PARTIES.

### **ARTICLE VI – REPRESENTATIONS AND CERTIFICATIONS**

The NAVY and the PARTIES are required to insert the provisions of Article VI in all contracts issued under this Agreement which are funded with federal funds, other than purchase or option agreements for real property interests.

#### **Section 601. Applicable Law**

This Agreement is incidental to the implementation of a federal program. Accordingly, this Agreement shall be governed by and construed according to federal law as it may affect the rights, remedies, and obligations of the United States of America, its agents, and employees.

#### **Section 602. Nondiscrimination**

The NAVY and the PARTIES agree that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the NAVY'S or the PARTIES' performance under this Agreement, on the grounds of race, religion, color, national origin, sex or handicap. Accordingly, and to the extent applicable, the NAVY and the PARTIES agree to comply with the following:

a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. at 2000d) et seq.), and DOD regulations issued hereunder (32 CFR Part 300);

b. Executive Order 11246 and Department of Labor regulations issued hereunder (41 CFR Part 60);

c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. at 794) and DOD regulations issued hereunder (32 CFR Part 56); and

d. The Age Discrimination Act of 1975 (42 U.S.C. at 6101 et seq.) and regulations issued pursuant to the Age Discrimination Act. (See 45 CFR Part 90.)

### **Section 603. Lobbying**

a. The PARTIES agree that the PARTIES will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement, and, the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121(31 U.S.C. at 1352) is incorporated by reference.

### **Section 604. Drug-Free Workplace**

a. The NAVY and the PARTIES agree that they will comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. §701 et seq.) and maintain a drug-free workplace.

b. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the NAVY and the PARTIES covenant and agree to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

### **Section 605. Equal Employment Opportunity**

The NAVY and the PARTIES agree to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

## **ARTICLE VII- LEGAL AUTHORITY**

### **Section 701. Legal Authority**

Neither the NAVY nor the PARTIES is under any existing or foreseeable legal disability that would prevent or hinder it from fulfilling the terms and conditions of this Agreement. The NAVY and the PARTIES shall promptly notify each other of any known legal impediment that arises during the term of this Agreement that may reasonably be foreseen as preventing or hindering its fulfillment of its obligations under this Agreement.

## **ARTICLE VIII – ENFORCEMENT, CLAIMS, DISPUTES**

### **Section 801. Enforcement**

The NAVY and the PARTIES may take such actions to enforce the terms of this Agreement as authorized by law.

### **Section 802. Claims, Disputes Resolution and Appeals**

a. Any claim made by the NAVY or the PARTIES arising out of this Agreement shall be presented in writing to the respective individuals designated to receive notices in Section 508 herein. The claim shall include: the amount of monetary relief claimed or the nature of other relief requested; the basis for relief; and, the documents or other evidence pertinent to the claim.

b. Claims shall be made within sixty (60) days after the basis of the claim is known or should have been known, whichever is earlier. It is the claiming party's duty to include in its claim all information needed to demonstrate its timeliness.

c. Upon receipt of a claim, the non-claiming party shall provide a written decision denying or sustaining the claim, in whole or part, which decision shall include the reason for the action, within sixty (60) days of the date of the receipt of a claim. The determination shall be final unless appealed by the claiming Party pursuant to the provisions of this section.

#### **d. Alternative Dispute Resolution (ADR)**

1. Policy. It is NAVY policy to try to resolve all issues concerning this Agreement at the Real Estate Contracting Officer's level. Real Estate Contracting Officers are encouraged to use ADR procedures to the maximum extent practicable.

2. Procedures. If the NAVY or the PARTIES decide to appeal a RECO decision, the RECO shall encourage the NAVY and the PARTIES to enter into ADR procedures. The ADR procedures to be used shall be agreed to at the time the NAVY and the PARTIES determine to employ them.

#### **e. Appeals**

1. Appeal Authority. The NAVY and the PARTIES shall designate an Appeal Authority at the time of receipt of appeal.

2. Right of Appeal. The NAVY and the PARTIES have the right to appeal a RECO decision to the Appeal Authority.

#### **3. Appeal Procedures**



(a) Notice of Appeal. The NAVY or the PARTIES may appeal a decision of the respective RECO within ninety (90) days of receiving that decision by filing a written notice of appeal to the Appeal Authority and to the RECO.

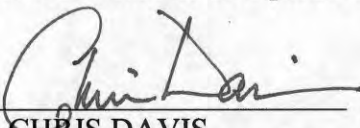
(b) Appeal File. Within thirty (30) days of receiving the notice of appeal, the RECO shall forward to the Appeal Authority, the NAVY, and the PARTIES the appeal file which shall include copies of all documents relevant to the appeal.

(c) Decision. Any fact-finding or hearing shall be conducted using procedures that the Appeal Authority deems appropriate.

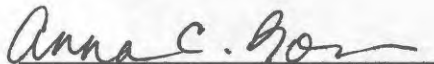
(d) Nothing in this section is intended to limit the NAVY'S or the PARTIES' right to any remedy under law in equity.

IN WITNESS WHEREOF, executed this 26<sup>th</sup> day of September, 2011.

THE NATURE CONSERVANCY,  
a District of Columbia non-profit corporation

By:   
Name: CHRIS DAVIS  
Title: CONSERVATION PROGRAMS DIRECTOR, PUGET SOUND

WITNESSES



Anna C. Borer  
(Print Name)



Melinda Milner  
(Print Name)

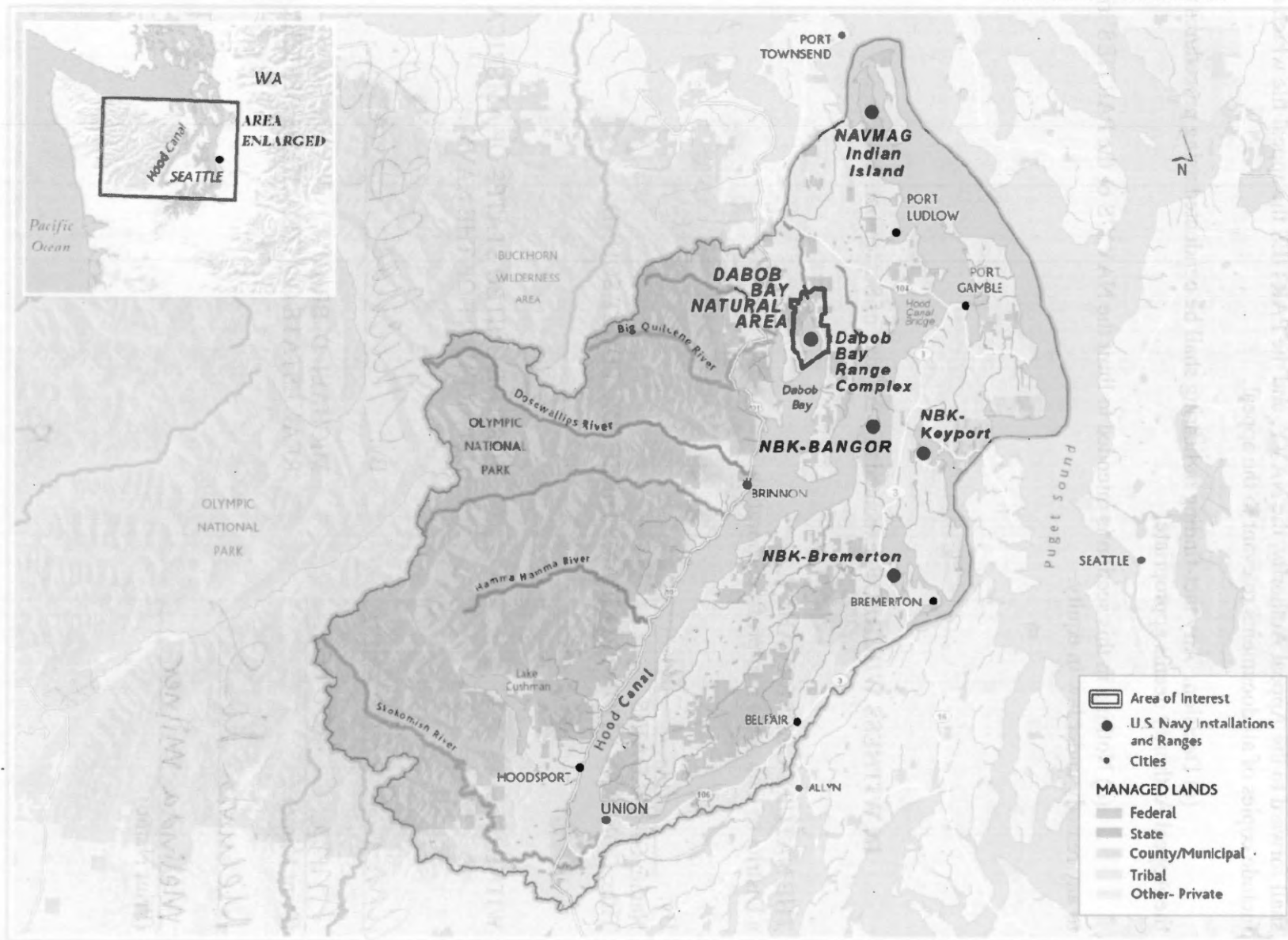
FOR THE UNITED STATES OF AMERICA  
DEPARTMENT OF THE NAVY

By: 

MICHAEL D. BRADY  
REAL ESTATE CONTRACTING OFFICER



# Navy Region NW CRS Program Area of Interest



Attachment "A"  
to Encroachment Protection Agreement N44255-11-RP-00034:  
Map depicting "AREA OF INTEREST" from Section 101(a).

Navy Accounting Data:

ACCOUNTING CLASSIFICATION TO BE CHARGED (DISBURSEMENT)										
A. ACRN	B. APPROPRIA- TION	C. SUB- HEAD	D. OBJ. CLASS	E. BU- CONTROL	F. SA	G. AAA	H. TT	I. PAA	J. COST CODE	K. AMOUNT
AA	9711110100	KFES	0253	62470	A	068732	2D	AA000Q	AA0000000000	3,000,000.00